

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as
PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____ and duly
licensed to become sole surety on bonds required or authorized by the State of California,
as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the
"City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID
of the Principal above named, submitted by said Principal to the City of San Jose, for the
work described below; for the payment of which sum in lawful money of the United States,
well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability of
the Surety hereunder exceed the sum of _____ DOLLARS
(\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of
San Jose, for certain construction specifically described as follows, for which bids are to be
opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St.,
Wing 2nd Fl., San Jose, CA 95113, on _____, **2008 for Fire Station**
No. 2-Rebuild.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within
the time and manner required under the specifications, after the prescribed forms are
presented to Principal for signature, enters into a written contract, in the prescribed forms,
in accordance with the bid, and files a Faithful Performance Bond and a Contractor's
Payment Bond, and files the required insurance policies with the City, all as required by the
specifications and the contract or by law, then the obligation shall be null and void;
otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of
said Surety and its bond shall be in no way impaired or affected by any extension of the
time within which the Owner may accept such Bid; and said Surety does hereby waive
notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is
recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____
Title:

By _____
Title:

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)